# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Termination and Release of Security Interest in Trademark Rights (previously recorded at Reel 2129 Frame 0392) |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| JPMorgan Chase Bank, N.A., as Collateral Agent | | 11/18/2005 | National Banking Association: |

RECEIVING PARTY DATA

| | |
|---|---|
| Name: | GSBS Development Corporation |
| Street Address: | 13515 Ballantyne Corporate Place |
| City: | Charlotte |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 28277 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 28

| Property Type | Number | Word Mark |
|---|---|---|
| Registration Number: | 1138645 | ADAPTABEACON |
| Registration Number: | 318385 | ADAPTABEL |
| Registration Number: | 1868079 | ADAPTAHORN |
| Registration Number: | 1638958 | ADAPTALERT |
| Registration Number: | 1749967 | ADAPTALIGHT |
| Registration Number: | 1185574 | ADAPTATONE |
| Registration Number: | 805052 | AUDIBELL |
| Registration Number: | 278382 | BUZABEL |
| Registration Number: | 881621 | DUOTRONIC |
| Registration Number: | 806314 | DURABEL |
| Registration Number: | 774000 | E |
| Registration Number: | 737072 | E EDWARDS |
| Registration Number: | 1784808 | EST |

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|---|---|---|
| Registration Number: | 518319 | EDWARDS |
| Registration Number: | 1643400 | EDWARDS |
| Registration Number: | 1656443 | EDWARDS |
| Registration Number: | 2145626 | |
| Registration Number: | 590791 | KEYNOTE |
| Registration Number: | 1081573 | MIRTONE |
| Registration Number: | 905047 | MIRTONE |
| Registration Number: | 1113031 | LUMATONE |
| Registration Number: | 828484 | MODUTONE |
| Registration Number: | 1612740 | PHONE-PAGE |
| Registration Number: | 2217527 | SIGNATURE SERIES |
| Registration Number: | 2272628 | SIGNAL SOLUTIONS |
| Registration Number: | 117981 | TELECODE |
| Registration Number: | 2295977 | AIP |
| Registration Number: | 2427980 | SIGNAL SOLUTIONS |

CORRESPONDENCE DATA


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|---|---|
| ATTORNEY DOCKET NUMBER: | 509265/0608 |
| NAME OF SUBMITTER: | Mark Solomon |
| Signature: | /ms/ |
| Date: | 12/07/2005 |

Total Attachments: 6

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**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (for Additional Grantors)**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS dated as of November 18, 2005, is made to GSBS Development Corporation, a Delaware corporation with its principal place of business located at 13515 Ballantyne Corporate Place, Charlotte, North Carolina 28277 (the "Additional Grantor"), from JPMorgan Chase Bank, N.A. (formerly known as The Chase Manhattan Bank), a national banking association, as Collateral Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), parties to the Credit Agreement dated as of October 6, 1998, as amended and restated as of May 24, 2001, as amended and restated as of August 18, 2003 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among SPX Corporation, a Delaware corporation (the "Borrower"), the Lenders, the Agent, and others.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower executed and delivered a Guarantee and Collateral Agreement, dated as of October 6, 1998, as amended and restated as of May 24, 2001, as amended and restated as of August 18, 2003 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Agent for the benefit of the Secured Parties;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower pledged and granted to the Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks;

WHEREAS, on January 19, 2000, the Additional Grantor executed an Assumption Agreement in favor of the Agent, under which the Additional Grantor agreed to become a party to the Guarantee and Collateral Agreement as a Grantor thereunder and expressly assumed all obligations and liabilities of a Grantor thereunder; and

WHEREAS, pursuant to that certain Conditional Assignment of and Security Interest in Trademark Rights dated as of June 13, 2000, among the Agent and the Additional Grantor (the "Security Agreement"), the Additional Grantor, by reference to the Guarantee and Collateral Agreement, reaffirmed its intent to grant a security interest to the Agent specifically in certain Trademark Collateral (as defined below);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on August 8, 2000, at Reel 002129 and Frame 0392; and

WHEREAS, the Agent now desires to terminate and release the entirety of its security interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Guarantee and Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Additional Grantor's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). All capitalized terms used but not defined herein shall have the meaning provided by reference in the Guarantee and Collateral Agreement and the Security Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges, and to the extent an Event of Default has occurred and is continuing, reconveys and reassigns, its security interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect and record the release of the security interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A. (formerly known as The Chase Manhattan Bank)

By: _____
Name:
Title: MARIAN N. SCHULMAN
Managing Director

[Signature Page to Termination and Release]

## SCHEDULE A

U.S. Trademark Registrations

| *Name of Trademark* | *Registration No.* |
|---|---|
| ADAPTABEACON | 1,138,645 |
| ADAPTABEL | 0,318,385 |
| ADAPTAHORN | 1,868,079 |
| ADAPTALERT | 1,638,958 |
| ADAPTALIGHT | 1,749,967 |
| ADAPTATONE | 1,185,574 |
| AUDIBELL | 0,805,052 |
| BUZABEL | 0,278,382 |
| DUOTRONIC | 0,881,621 |
| DURABEL | 0,806,314 |
| E (logo) | 0,774,000 |
| E EDWARDS | 0,737,072 |
| EST | 1,784,808 |
| EDWARDS | 0,518,319 |
| EDWARDS | 1,643,400 |
| EDWARDS | 1,656,443 |
| FIRE STATION PULL | 2,145,626 |
| KEYNOTE | 0,590,791 |
| MIRTONE | 1,081,573 |
| MIRTONE | 0,905,047 |
| LUMATONE | 1,113,031 |

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| *Name of Trademark* | *Registration No.* |
| --- | --- |
| MODUTONE | 0,828,484 |
| PHONE-PAGE | 1,612,740 |
| SIGNATURE SERIES | 2,217,527 |
| SIGNAL SOLUTIONS | 2,272,628 |
| TELECODE | 0,117,981 |

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**SCHEDULE B**

U.S. Trademark Applications

| *Name of Trademark* | *Application No.* |
| --- | --- |
| AIP | 75-576468 |
| SIGNAL SOLUTIONS | 75-706163 |

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